

AG Contract No. KR94-2884-TRN
ECS File: JPA 94-206
Project No.: BR-984(66)P
TRACS No.: SB358 04D
Section: Bridge Scour Evaluation
and Analysis

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into 5 October, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF APACHE JUNCTION acting by and through its MAYOR and
CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Congress has authorized appropriations for, but not
limited to, design studies, the construction of streets and
primary, feeder and farm-to-market roads; the replacement of
bridges; the elimination of roadside obstacles; and the
application of pavement markings.

4. Such project within the boundary of the City has been
agreed to by the City and will be submitted to the Federal
Highway Administration (FHWA) for its approval.

NO. <u>19749-A</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10-105/95</u>
<u>Jose H. Hall</u> Secretary of State
By <u>Vicky V. Greenwood</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$ 10,000.00
Federal Aid Funds @ 80%	\$ 8,000.00
City Funds @ 20%	\$ 2,000.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed and determined by FHWA.

2. Therefore, the City agrees to furnish and provide City funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The City may request the State, as authorized agent for the City, and all at City expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the City prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the City, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Apache Junction
City Manager
1001 N. Idaho Road
Apache Junction, AZ 85219

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF APACHE JUNCTION

STATE OF ARIZONA


Department of Transportation

By



CURTIS SHOOK
City Manager

By



PETER L. ENO
Contract Administrator

ATTEST:

By

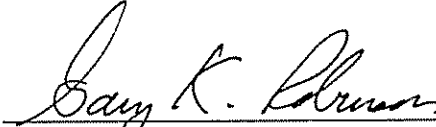


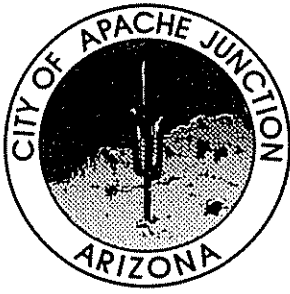
KATHY CONNELLY
City Clerk

RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Apache Junction for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


For: LARRY S. BONINE
Director



City of Apache Junction

C E R T I F I C A T E

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona; that as such, I have in my possession all of the minutes pertaining to any actions taken by the City Council of the City of Apache Junction, Arizona; that the attached is a true and correct copy of the motion regarding Intergovernmental Agreement with ADOT for bridge scour study, which was presented to the City Council on the 5th day of September, 1995, as it appears in my records.

Kathleen Connelly
Kathleen Connelly
City Clerk

September 26, 1995
Date

ACCEPTANCE OF CONSENT AGENDA)
) Vice Mayor Richmond MOVED THAT
THE CONSENT AGENDA BE ACCEPTED AS PRESENTED; AND

TO RECOGNIZE THE OUTSTANDING SERVICE TO THE COMMUNITY BY THE FOLLOWING CITY EMPLOYEES:

PARKS AND RECREATION DEPARTMENT STAFF
BILL MURCH OF THE PUBLIC LIBRARY
OFFICER HOWARD WILLIAMS
JOHN PETROFF AND JOHN FLUMERFELT OF HOUSING AND GRANTS
KATHLEEN CONNELLY, CITY CLERK
DOUG DOBSON, PUBLIC WORKS DIRECTOR
LARRY HARMER, DEVELOPMENT SERVICES DIRECTOR
OFFICERS MARTIN, WATKINS, BARNES, LOGSDON AND KERR
ALEX HARRIS, PRESIDING JUDGE
SHIRLEY TAPLEY OF CITY CLERK DEPARTMENT
PUBLIC WORKS DEPARTMENT STAFF

THAT LICENSE AGREEMENT FOR USE OF SENIOR CENTER BY AREA AGENCY, REGION V, PINAL-GILA COUNCIL FOR SENIOR CITIZENS FOR THE PERIOD OF SEPTEMBER 5, 1995, THROUGH JUNE 30, 1996, BE APPROVED;

THAT PURCHASE OF TWO 1996 CHEVROLET LUMINA SEDAN VEHICLES IN THE AMOUNT OF \$35,670.56 FOR DEPARTMENT OF PUBLIC SAFETY, STATE CONTRACT NO. 1385AB, BE APPROVED;

THAT I.G.A. #KR94-2884-TRN, ECS FILE #JPA 94-206, ADJUSTMENT OF \$2,000 FOR ADOT'S BRIDGE SCOUR STUDY, BE APPROVED;

THAT BID FOR DETENTION BASIN AND PUBLIC SAFETY FACILITY LANDSCAPING PROJECT BE AWARDED TO RENAISSANCE EXTERIOR DEVELOPMENT IN THE AMOUNT OF \$50,500.00;

THAT BID FOR 1995 1.0 YARD LOADER/TRACTOR BE AWARDED TO FALCON POWER IN THE AMOUNT NOT TO EXCEED \$41,950.36;

THAT CONTRACT WITH PINAL COUNTY FOR JURY SERVICES FOR THE MAGISTRATE COURT FOR THE PERIOD OF JULY 1, 1995, THROUGH JUNE 30, 1996, BE RATIFIED AND APPROVED;

THAT CONTRACT FOR DEFENSIVE DRIVING SCHOOL SERVICES WITH COMMUNITY SERVICES ASSOCIATES, INC. AND WITH NATIONAL TRAFFIC SAFETY INSTITUTE FOR THE MAGISTRATE COURT FOR THE PERIOD OF SEPTEMBER 1, 1995, THROUGH JUNE 30, 1996, BE RATIFIED AND APPROVED;

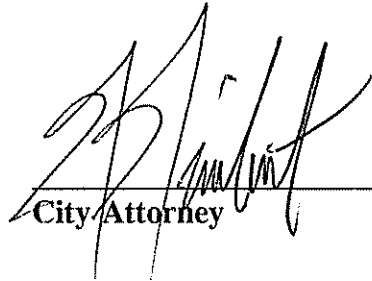
THAT DEVELOPMENT SERVICES DIRECTOR LARRY HARMER BE APPOINTED TO THE PINAL COUNTY ENTERPRISE ZONE COMMISSION.

REGULAR MEETING OF THE CITY COUNCIL
SEPTEMBER 5, 1995
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INTERGOVERNMENTAL AGREEMENT DETERMINATION

The Intergovernmental Agreement between the City of Apache Junction, Arizona and the State of Arizona, acting by and through its Department of Transportation, entitled Intergovernmental Agreement for Bridge Scour Evaluation and Analysis, has been reviewed pursuant to A.R.S. §11-952 by the undersigned City Attorney who is the attorney for the City of Apache Junction who has determined that is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the City Attorney.

Dated this 6 day of September, 1995.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2884-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of September, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/14